GOVERNMENT OF MYSORE.

FOOD, CIVIL SUPPLIES AND LABOUR DEPARTMENT.

Labour Disputes:—Industrial Dispute between the Workmen and the Management of Sri Krishna Talkies, Belgaum.

Award of the Labour Court, Hubli—Published.

Read the following papers :—

(i) Letter No. 1246/67-68, dated 25th August 1967 from Shri Syed Azizuddin Ahmed, Presiding Officer, Labour Court, Hubli.

IN THE LABOUR COURT AT HUBLI

Dated 25th August 1967.

Reference (ID) (LCH) No. 33 of 1966

Present :

Sri Syed Azizuddin Ahmed, M.A., B.L., ... *Presiding Officer.*

Between :

The Workmen of Shri Krishna Talkies, Belgaum, represented by the General Secretary, The Belgaum Theatre Employees' Union, 3123, Ganapat Galli, Belgaum. ... *I Party*

and

The Management of Sri Krishna Talkies, Belgaum. *II Party*

This is a reference U/s 10 (1) (c) of the Industrial Disputes Act, 1947, made by the Government of Mysore in their Order No. LMA 184 LLD 66, dated 18th June 1966. The points of dispute referred for adjudication are as under :—

1. Are the employees of Shri Krishna Talkies, Belgaum justified in preferring the following demands ?

(a) All employees should be given appointment letters and those who have completed one year of service should be confirmed as permanent employees ;

(b) All the employees be paid a bonus of the amount equal to three months emoluments for the accounting years 1962, 1963, 1964 and 1965.

(c) The employees be paid the wages as shown hereunder:

		Basic Rs.	D A. Rs.
1	Manager	150—10—250	50—00
2	Asst. Manager	100—8—150	50—00
3	Accountant	150—10—250	50—00
4	Operator	140—8—220	50—00
5	Asst. Operator	100—6—160	50—00
6	Booking Clerk	75—5—100—8—140	40—00
7	Door keeper	50—5—75—7—120	40—00
8	Peons	40—3—55—5—80	40—00

This includes hand-cart boys, cycle stand boys, publicity boys, cabin boys and sweepers.

9	Watchman	50—4—70—5—95	50—00
10	Carpenter	80—5—105—8—145	50—00

Increments for past service be given. Preference should be given to the employees in service for promotion to higher posts.

(2) If not, to what other reliefs the employees are entitled to?

2. The cause of the aggrieved workmen has been sponsored and espoused by the Belgaum Theatres Employees' Union, 3123, Ganpat Galli, Belgaum. Sri Juvekar, General Secretary appeared for the I Party while the management was represented by its Proprietor-Partner Sri C. S. Acharya. In response to the notices issued by this Court, the I Party filed a very short Claim Statement, dated 25th July 1966, claiming Rs. 11,880 by way of bonus and Rs. 6,790 being the difference of wages from January, 1966 to July 1966. They have annexed a schedule describing the details of the amounts demanded by them. I am afraid the I Party has completely lost sight of the fact that the matter on hand is a reference and not an application U/s 33 C(2) of the Industrial Disputes Act, 1947. It soon noticed its mistake and filed an additional claim statement, dated 31st August 1966.

3. The sum and substance of the additional claim statement is that the II Party has been all along avoiding letters of appointment to its employees. So, the II Party be directed to give letters of appointments to the present workmen, who may be appointed in future. They also claim that the workmen be given

benefits of leave, provident fund and retirement benefits. The II Party has made huge profits during the years 1963-64 and 1964-65. It may be asked to pay bonus equal to three months pay each of the years and maximum bonus equal to 20 per cent of the total emoluments of the workmen for the year 1965. The workmen be paid with retrospective effect from 1st January 1966 the scales of pay and D.A. mentioned in paragraph 4 of the additional claim statement. Thus, the claim statement is in the nature of a charter of demands.

3. The management filed its counter statement, dated 7th September 1966 contesting the claim statement of the I Party. In the meantime, Mr. B. K. Junebelgaumkar and nine others employees of the II Party filed an application dated 22nd August 1966, stating that they were not the members of any union on 27th December 1965, the date of demands in question and they were also not members of any Union when the conciliation in question had started. In short, they prayed that they may be made parties to the dispute and they may be allowed to file their claim statement. This application was allowed. These ten workmen also filed their claim statement dated 5th October 1966. The management has filed its counter statement in reply to the claim statement of the additional parties. In the meantime, both the parties, having compromised the matter, filed a compromise agreement, dated 26th May 1967.

4. When the case was taken up at Belgaum camp on 29th June 1967 for hearing, Sriyuths B. K. Junebelgaumkar, J. L. Prbhu, M. S. Bongale and Vasant Kolwalkar admitted before me the execution of the compromise agreement. A second set of the signatories of the settlement Sriyuths B. K. Patil, V. S. Desai, K T. Pawase, C. L. Artal and J. B. Chougule filed an application stating that the management had obtained their signatures to the compromise agreement by force, so, they do not admit it. Thereupon, an issue was raised whether the petitioners prove that their signatures were taken to the statement by force? The case was later taken up for hearing at Belgaum camp on 5th August 1967. On that date the parties examined five witnesses each and closed their evidence. The arguments of the representatives of both the parties were heard. The issue is whether B. K. Patil and four others prove that the management had obtained their signatures to the compromise agreement by force?

FINDINGS

B. K. Patil, W.W. 1, K. T. Pause, W.W. 2, C.L. Artal W.W. 3, V. S De-ai, W. W. 4 and J. B. Chougale, W. W. 5 all of them admit their signatures on the settlement, Ex W-1. The first two witnesses deposed that they had signed the settlement on the assurance given by Sri Bhandare, Advocate that he would explain to them the contents of the settlement. But Bhandare later did not honour his promise. C. L. Artal, W.W. 3 gives credit to Bhandare saying that he started reading the settlement but Mr. Acharya, the partner of the II Party asked him not to read it. This witness admits that he knows the English language. Similarly, V. S. Desai, W.W. 4 admits that he knows the English language. In rebuttal, B. K. Junebelgaumkar, M. W. 1, J. L. Prabhu, M.W. 2, M. S. Bongale, M.W. 3, V. M. Kolwalkar, M.W. 4 and N. Ram Bhat, M.W. 5 deposed that the settlement was read over to all the workmen and their signatures were obtained on it. No force was brought to bear on the workmen. From the deposition of B. K. Patil and others W.W. series of the witnesses it is not found that the management had brought to bear any force on them to sign the settlement. What they want to make out is that they had affixed their signatures to the settlement on the assurance that it would be explained to them later and the same was not done. This is something different from their stand that their signatures were obtained by force. There is one significant fact to be noted. C. L. Artal, W.W. 3 and V. S. Desai, W.W. 4 admit that they know the English language Such being the case, it would be presumptuous on their part to say that they could not know its contents. The witnesses could have themselves read the settlement and affixed their signatures. It is to be borne in mind that this dissident group consists of mature persons and wordly wise persons. It cannot be expected that they had blindly put their signatures to the settlement. There is no reason why the other batch of witnesses should step into the witness-box and depose that the management had read over and explained to the workmen. The point is, which of the rival versions has to be accepted. I have not the slightest shadow of doubt in my mind that all the workmen affixed their signatures to the settlement of their free will. Later, under some extraneous influence the dissident group made up their minds to back out of the settlement. Solemn agreements arrived at between the parties cannot be allowed to be thrown over-board at the mere whim and fancy of a group. On a balancing of the evidence, I

hold that the version of the management-witnesses appears to be correct. The issue is decided in favour of the II Party.

AWARD

The award is passed in terms of the settlement, dated 26th May 1967, marked Annexure 'A'. The same be read as part of the award. No order as to costs.

Place : Hubli.

Date : 25-8-1967.

SYED AZIZUDDIN AHMED,
Presiding Officer
Labour Court, Hubli.

ANNEXURE "A"

Reference (ID, (LCH) No. 33 of 1966.

Memorandum of Settlement.

Names of Parties.—

Representing Employer: 1. Sri C. S. Acharya, Proprietor, Shri Krishna Talkies, Belgaum

Representing Employees: 1. Sri B. K. June Belgaumkar.
2. Sri J. L. Prabhu.
3. Sri N. D. Kekre.
4. Sri M. S. Bongale.
5. V. M. Kolvilkar.

Short Recital of the case.

The Belgaum Theatres' Employees' Union made a demand on the employer by their letter dated 27th December 1965 about matters mentioned in the said letter. The matter was thereafter taken into conciliation. On the failure of conciliation, Government of Mysore referred the matter to the Labour Court at Hubli under Ref. (ID) (LCH) No. 33 of 1966 and the matter is now pending before the Labour Court at Hubli. During the pendency of the matter, the individual parties in the case requested that they should be made individual parties in the case and were accordingly made individual parties. In the mean-time, employer and all the employees have arrived at a settlement which is recorded below :—

Terms of Settlement.

(a) The total number of employees in Shri Krishna Talkies comes to 18 and out of that this settlement is arrived at by 18 employees.

(b) The Union in question is not the Union of Shri Krishna Talkies and has no right to espouse or sponsor any dispute on behalf of the employees of Shri Krishna Talkies and hence the Secretary of the said union has no right of representation locus standing in the matter.

(c) There was or no individual dispute between the employer and employees of Shri Krishna Talkies in

respect of matters mentioned in the reference in question. None of the employees were members of the union in Question at any material and relevent time and they never backed up the demands of the union or ratified the same, so far.

No employee from Shri Krishna Talkies was a member of the union in question on the date of the letter of demand dated 27th December 1965. Even if some of them were members thereafter, they all resigned prior to the date of reference in question. They were also not members of the union when conciliation proceedings were started. Thus, it was clear that the employees of Shri Krishna Talkies did not make any demands against the employer.

About the non existence of any industrial dispute the parties hereto have informed the Conciliation Officer-the State Government of Mysore and this Hon'ble Labour Court in respects of all the matters under reference.

The Parties hereto agree that the relations between the employer and Employees in Shri Krishna Talkies have been very cordial and the employer has in his discretion given whatever is demanded by the employees on account of wages, dearness allowance, bonus, provident Fund, and increment in wages and parties hereto trust that if all the matters are left to the discretion of the employer, he is bound to keep the employees on better terms and condition and hence all the employees of Shri Krishna talkies enjoy better terms and conditions and priviledges than any other theatre in the locality. The Union in question has agreed with the theatres in the locality for less favourable terms and conditions than what the employees of Sri Krishna Talkies enjoy.

The following are the employees of Shri Krishna Talkies with names and designations, their wages, dearness allowance and employee's provident fund in addition. Parties hereto agree to maintain the statusquo and leave the whole matter to the discretion of the employer for 5 years from the date of signing this settlement.

Names	Designation.	Pay	D. A.	Total	P. Funds
		Rs	Rs	Rs	Rs
1. Mr. B. K. June-Belgaumkar	Asst. Manager and Booking Clerk.	155	5	160	9–75
2. „ J. L. Prabbu.	Accountant and clerk.	125	5	130	7–75
3. „ N. D. Kekre.	Operator ...	90	5	95	5–75
4. „ J. B. Chougule	„ ...	75	15	90	4–75
5. „ Nakrade,	Operator. „ ...	75	10	85	..
6. „ Kekre,	„ ...	25	10	35	...
7. „ M. S Bongale,	Booking clerk. ...	60	10	70	3–75
8. „ N. R. Bhat.	„ ...	70	10	80	4–50
9. „ C. L. Attal	„	60	10	70	3–75
10. „ Vasant Kolvilkar	Door keeper,	45	10	55	2–75
11. „ Vishnu Desai,	„	30	10	40	2–00
12. „ K. T. Pawase.	„	35	10	45	...
13. „ B. K. Patil.	„	30	10	40	...
14. „ Waman M. Jadhav.	„	30	0	40	...
15. „ G. S. Hosur,	„	25	10	35	...
16. „ N. G. Kakade,	Painter	45	10	55	...
17. „ Peddanna.	Sweeper.	25	10	35	...
18. „ Shantaram Bhima.	Peon.	60	10	70	3–75

Parties hereto agree that the demands made by the Union by their letter dated 27th December 1965 are not at all justified and the Union itself has not pressed them in a comparable concerns in Belgaum *i. e.* Ritz and Chitra Talkies.

Hence, parties hereto also agree that the employees of Shri Karishna Talkies never put forward any demand mentioned in the order of reference as they are all unjustified and they have no grievance so far on their account and hence parties hereto do not press them and when all the employees had resigned prior to the date of reference in question from the Union, the Union had also no right to press them.

Parties agree that the age of retirement should be 55 only.

The provisions for hours of work weekly off, annual leave, sick leave, carry-over of leave, discharge, dismissal etc. shall be as provided in the Mysore Shop and Commercial Establishment Act 1961.

All the employees have been paid bonus, which is due to them as also wages due so far and no claims in this behalf have survived.

The rest of the alleged points in dispute mentioned in the order of reference being unjustified are not pressed.

The operation of the settlement will commence immediately upon its signing, the employer and employees will jointly file a copy of the settlemnet with the Hon'ble Labour Court at Hubli They will also jointly apply for passing of the Award in terms and conditions of the settlement and to dispose off reference (ID) (LCH) No. 33 of 1966. This statement will remain in force for 3 years from the date of signing of the settlement. All the parties agree to abide by the terms and conditions of the settlement which has been entered into in the spirit of the mutual good-will, faith and co-operation.

The terms for the settlement signed this day and in token whereof the employer and the representatives of the workers of Shri Krishna Talkies and all the other workers of Shri Krishna Talkies have set their respective signatures this 26th June 1967.

(Sd-)

Representative of employer.

Representive of Workers

appointed in a metting held (Sd.) (1 to 5) .....
for the purpose as required .....
by (ID) Act and Rules named as
above.
All other employees of
Shri Krishna Talkies. (Sd-) (1 to 13)
.....

I identify the Signatures of employer of all employees as they have all signed before me in my presence.

(Sd-).....
Pleader
26-6-1967.

Sri B. K. June Belgaumkar (2) J. L. Prabhu, (3) M S. Bongale (4) Vasant Kolvilkar are present in person and admitted before me the execution of this compromise agreement. They were identified by Sri R. P. Bhandare, Advocate, Hence, verified.

Sd : (B. K. June Belgaumkar) (Sd)
Sd : (J. L. Prabhu)
Sd : M. S. Bongale)
Sd : (Vasant Kolvilkar)

Presiding Officer,
Labour Court, Hubli

Place : Hubli
Date : 25-8-1967

SYED AZIZUDDIN AHMED,
Presiding Officer
Labour Court, Hubli.

ANNEXURE 'B'

Reference (ID) (LCH) No. 33/1965

Witnesses examined for I Party

W.W. 1 Bapu Kallappa Patil
W.W. 2 Kedari Takkappa Pause
W.W. 3 Channappa Laxman Artal
W.W. 4 Vishnu Sairoba Desai
W.W. 5 Jannappa Bharamanna Changale

Witnesses examined for II Party

M.W. 1 Baswant Kasappa Junebelgaunker
M.W. 2 Jagannath Lakshman Prabhu
M.W. 3 Muralidhar Shankar Bongale
M.W. 4 Vasant Mahadev Kolwalkar
M.W. 5 N. Ram Bhat S/o Narayan Bhat

Documents marked for I Party.

Exhibits :—

W-1	Memorandum of settlement dated 26-6-1967.		
W-1(a)	Signature of Sri B. K. Patil on Ex. W-1		
W-1(b)	-do-	K. T. Pause	-do-
W-1(c)	-do-	C. L. Artal	-do-
W-1(d)	-do-	V. S. Desai	-do-

Documents marked for II Party

Nil

Place : Hubli
Date : 25-8-1967

SYED AZIZUDDIN AHMED,
Presiding Officer.
Labour Court, Hubli.

ORDER

Bangalore, dated 31st August 1967.

S. O. 1744.— WHEREAS by State Government Order No LMA 184 LLD 66, dated 16th June 1966 the Industrial Dispute between the Workmen and the Management of Sri Krishna Talkies, Belgaum was referred to the Labour Court, Hubli for adjudication.

AND WHEREAS the Labour Court, has submitted to the State Government its award in respect of the said Industrial Dispute;

NOW, THEREFORE, in exercise of the powers conferred by Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), the Government of Mysore are pleased to direct the publication of the said award as above, in the *Mysore Gazette*.

[No. LMA 184 LLD 66.]

By Order and in the name of the Governor of Mysore,

A009 G. G. PUROHIT, *Under Secy.*